

Law Office of Shmuel Klein, PC  
113 Cedarhill Avenue  
Mahwah, New Jersey 07430  
201-529-3411

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

-----X

In Re:

Joao P Jesus  
Debtor

Case No. 08-20559

-----X  
Jose Pinto  
Plaintiff

Adv. Proc. No. 08-02182

-v-

Joao P Jesus  
Defendants

-----X

**MOTION FOR SUMMARY JUDGMENT**

**PLEASE TAKE NOTICE** that, a motion for approval of confidential settlement will be made as set forth below:

JUDGE:	Hon. Rosemary Gambardella
RETURN DATE AND TIME:	May 13, 2009 11:00 am
PLACE:	U.S. Bankruptcy Court 50 Walnut Street, 3rd Floor Courtroom E Newark, N.J. 07102

**PLEASE TAKE FURTHER NOTICE** that all opposition to the Motion must be in writing and filed with the Clerk of the Court, with a copy served upon movant's counsel, whose name and address are set forth above, within the time required by the rules governing the Court.

**PLEASE TAKE FURTHER NOTICE** that if written opposition is not timely filed and served this Motion shall be deemed uncontested and the relief requested may be granted without the need for a hearing.

PLEASE TAKE FURTHER NOTICE that in support of the Motion, movant shall rely upon the annexed certification(s) of Plaintiff Jose Pinto and shall also rely upon the brief filed and served herewith.

A proposed form of Order is filed and served herewith.

Movant requests oral argument only if written opposition is timely filed and served. Movant requests an appearance be waived and agrees to have the matter heard on submission if no opposition is filed.

Dated: April 27, 2009

/s/ Shmuel Klein

---

Shmuel Klein

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**CERTIFICATION IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

I, Jose Pinto, the debtor herein state that I have knowledge of the following and believe it to be true.

1. This certification is in support of the motion for summary judgment against the Defendant to declare the debts of your movant non-dischargeable.
2. Defendant made numerous statements in writing to the Plaintiff respecting the debtor's financial condition, at the inception of the relationship between myself, Plaintiff and Defendant and at several times thereafter. As seen by the exhibits annexed hereto show a witten pattern of statements in writing which are materially false repecting the debtor's financial condition and upon which I relied.
3. As seen in Exhibit A, the debtor raided our company account in the amount of \$10,000.00 on a teller check to deliberately avoid detection. Had he used a check from our checkbook, I would have immediately questioned this. He knew that by going to the bank and using a teller check, the transaction would not be detected for months.

4. As seen in Exhibit B, the debtor raided our company account in the amount of \$2,400.00. He went to the bank and made a direct withdrawal. He did this to also avoid detection.

5. As seen in Exhibit C, the debtor changed the name on our pay-roll checking account to his personal name. The account statement for account number 0475740475 at Union State Bank for the month of 05/31/2007 states J&P Concrete. The same bank account number for 06/30/07 suddenly states the name of the Defendant.

6. As seen in Exhibit D, the debtor raided our company account in the amount of \$5,420.00 on a beginner check book given by the bank when an account is opened, also to deliberately avoid detection. Had he used a check from our checkbook, I would have immediately questioned this. He knew that by using check #99 of our old checkbook, the transaction would not be detected for months.

7. As seen in Exhibit E, the debtor raided our company account in the amount of \$20,000.00 on a business check in an HSBC account which I do not usually see to deliberately avoid detection. Had he used a check from our regular business checkbook, I would have immediately questioned this.

8. As seen in Exhibit F, the debtor raided our company account in the amount of \$2,500.00 on a business check.

9. As seen in Exhibit G, upon information and belief, the debtor pocketed our accounts receivables in the total amount of \$186,486.25 which money was not deposited to your bank account. Conspicuously, none of these recievables are listed in the debtors schedules, although, he lists other receivables owned by J&P Contracting as his own in his schedule B #16 and then exempts them in Schedule C.

10. Further, the debtor transferred all of the vehicles owned by our company into its sole name and Defendant failed to list in his petition and schedules the following:

2006 White Diesel concrete pump

2006 Green Ford F350 Diesel Pickup Truck

2004 Black Ford F350 Truck

1997 White Ford F350 pick up truck

1998 Grey Chevy C3 500 pick up truck

1997 Blue Ford F3500 Diesel pickup truck

2004 White Sterling Bumb truck (flatbed) diesel truck

2001 White Dodge Vam 2500 8 Passenger van

The Debtor's interest in power tools, mechanical tools in the approximate amount \$30,000.00

11. Upon information and belief the Defendant also made numerous insider transfers to the debtor's girlfriend Omery Ferreira of cash, property and business transactions.

12. The Defendant, with "intent to hinder, delay, or defraud a creditor and/or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed property of the debtor, within one year before the date of the filing of the petition; or property of the estate, after the date of the filing of the petition" 11 in violation of §727 as enumerated above.

13. The Debtor\Defendant has failed to explain satisfactorily, before determination of denial of discharge, any loss of assets or deficiency of assets to meet the debtor's liabilities.

14. Upon information and belief, the Debtor has refused to provide any required documents requested by the Chapter 7 Trustee, further delaying this case.

WHEREFORE, plaintiff, demands an order of this Court adjudging Plaintiff's claim non-dischargeable pursuant to the Bankruptcy Code and Rules, together with the costs and disbursements and attorney fees.

Dated: April 28, 2009  
Mahwah, NJ

/s/ Jose Pinto  
Jose Pinto

Law Office of Shmuel Klein, PC  
113 Cedarhill Avenue  
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201-529-3411

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In Re:

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Case No. 08-20559

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**BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

COMES NOW Plaintiff, Jose Pinto, by and through his attorney, Law Office of Shmuel Klein, PC and submits this Memorandum of Law in support of his motion for summary judgment.

**FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

1. The Defendant, Joao P Jesus ("Defendant"), filed a Chapter 7 bankruptcy case on 06/05/2008. Prior to filing the petition, Defendant owned J & P Concrete which operated a concrete and construction business ("J&P"). The Plaintiff, Jose Pinto ("Pinto" or "Plaintiff") is an equity share-holder of J&P. Plaintiff filed this adversary proceeding objecting to discharge and dischargeability on 09/04/2008. An amended complaint was filed 09/28/2008.

2. On or about November 3, 2003, the Plaintiff and Defendant started a concrete company together and named it J & P. Each of the parties herein contributed capital and signed guarantees on promissory notes for trucks, and equipment. The business operated very profitably earning more than \$1,000,000.00 annually.

3. After two years of business, Plaintiff discovered that Defendant was converting payments due to the corporation for concrete work performed in the approximate amount of \$200,000.00. Further, Defendant would estimate and contract concrete jobs using the corporation's trucks and tools on the side, and pocket the money in the approximate amount of more than \$500,000.00.

### **PLAINTIFF'S CONTENTIONS**

4. Plaintiff's complaint asserts five causes of action against the Debtor/Defendant. Plaintiff has alleged that Debtor/Defendant Joao P Jesus did sell, dispose or secret said property close to over \$1,000,000.00. Plaintiff also asserts that Debtor failed to list said assets in this case, in violation of §727(a)(4) and that Debtor has made numerous false oaths in violation of §727(a)(3) and (2).

5. As seen in the Certification in support of this motion, the Plaintiff also alleges that the conduct of the debtor/defendant constitutes false pretenses, false representations and/or actual fraud that was materially false and on which the defendant is liable and that the debtor caused to be made with intent to deceive within the meaning of 11 USC §523(a)(2)(A), 523(a)(3), 523(a)(4), of the United States Bankruptcy Code.

6. As seen in the Certification in support of this motion, the In addition to the aforementioned allegations, Plaintiff contends that the Debtor failed to list numerous trucks, equipment, his new corporation, his interest in a numerous vehicles listed below, his interest in real property and the substantial sums of cash taken from the business in his filed schedules and statement of financial affairs.

7. As seen in the Certification in support of this motion, the Plaintiff also alleges that said conduct of the Debtor\Defendant constitutes a violation of 727(a)(2) in that the Debtor\Defendant, with intent to hinder, delay, or defraud a creditor and/or an officer of the estate charged with custody of property under this title, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed,



destroyed, mutilated, or concealed property of the debtor, within one year before the date of the filing of the petition; or property of the estate, after the date of the filing of the petition;

8. As seen in the Certification in support of this motion, the conduct of the Debtor/Defendant constitutes a violation of 727(a)(3) in that the Debtor/Defendant, has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions might be ascertained, unless such act or failure to act was justified

9. As seen in the Certification in support of this motion, the conduct of the Debtor/Defendant constitutes a violation of 727(a)(4) in that the Debtor/Defendant knowingly and fraudulently, in or in connection with the case -

- (A) made a false oath or account;
- (B) presented or used a false claim;
- (C) gave, offered, received, or attempted to obtain money, property, or advantage, or a promise of money, property, or advantage, for acting or forbearing to act; or
- (D) withheld from an officer of the estate entitled to possession under this title, any recorded information, including books, documents, records, and papers, relating to debtor's property or financial affairs;

10. Said conduct of the Debtor/Defendant constitutes a violation of 727(a)(5) in that the Debtor/Defendant has failed to explain satisfactorily, before determination of denial of discharge under this paragraph, any loss of assets or deficiency of assets to meet the debtor's liabilities.

11. Specifically, Defendant failed to list in his petition and schedules the following:

2006 White Diesel concrete pump

2006 Green Ford F350 Diesel Pickup Truck

2004 Black Ford F350 Truck

1997 White Ford F350 pick up truck

1998 Grey Chevy C3 500 pick up truck

1997 Blue Ford F3500 Diesel pickup truck

2004 White Sterling Bumb truck (flatbed) diesel truck

2001 White Dodge Vam 2500 8 Passenger van

The Debtor's interest in power tools, mechanical tools in the approximate amount  
\$30,000.00

Numerous insider transfers to the debtor's girlfriend Omery Ferreira of cash,  
property and business transactions.

### **DEFENDANTS' CONTENTIONS**

The Defendant has denied all allegations contained in Plaintiff's complaint but has  
not substantiated his denials.

### **APPLICABLE STANDARDS FOR RULE 56 MOTIONS**

The standards applicable to a motion for summary judgment in this proceeding  
are set forth in F. R. Civ. P. 56, which is incorporated by F.R.Bankr. P. 7056. In  
particular:

The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to  
interrogatories, and admissions on file, together with the affidavits, if any, show that  
there is no genuine issue as to any material fact and that the moving party is entitled to a  
judgment as a matter of law.

F.R.Civ.P. 56( c).

The United States Supreme Court provided the standards in deciding motions for  
summary judgment under F.R.Civ.P. 56. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S.  
242 (1986); *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986).

In deciding a motion for summary judgment, the trial judge must necessarily  
consider the substantive evidentiary standard of proof that would apply at the trial on the  
merits. *See Anderson*, 477 U.S. at 252. "Thus in ruling on a motion for summary

judgment, the Judge must view the evidence presented through the prism of the substantive evidentiary burden." *Id* at 254.

The "mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact." *Anderson*, 477 U.S. at 247-248 (emphasis in original).

These standards were stated in *United States ex Rel. Haskins v. Omega Inst., Inc.*, 11 F. Supp. 2d 555 (D.N.J. 1998):

Supreme Court decisions mandate that a summary judgment motion must be granted unless the party opposing the motion provides evidence such that a reasonable jury could return a verdict for the nonmoving party. *Lawrence v. National Westminster Bank New Jersey*, 98 F.3d 61, 65 (3d Cir. 1996) (quoting *Anderson*, 477 U.S. at 248). Once the moving party has carried its burden of establishing the absence of a genuine issue of material fact, "its opponent must do more than simply show that there is some metaphysical doubt as to material facts." *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586, 89 L. Ed. 2d 538, 106 S. Ct. 1348 (1986). The non-moving party must "make a showing sufficient to establish the existence of [every] element essential to that party's case, and on which that party will bear the burden of proof at trial." *Serbin*, 96 F.3d at 69 n.2 (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 91 L. Ed. 2d 265, 106 S. Ct. 2548 (1986)); see also *Quiroga v. Hasbro, Inc.*, 934 F.2d 497, 500 (3d Cir. 1991) (declaring that non-movant may not "rest upon mere allegations, general denials, or . . . vague statements"). Thus, if the non-movant's evidence is merely "colorable" or is "not significantly probative," the court may grant summary judgment. *Anderson*, 477 U.S. at 249-50.

See also *United States v. Branella*, 972 F. Supp. 294 (D.N.J. 1997); *Federal Ins. Co. v. Purex Indus.*, 972 F. Supp. 872 (D.N.J. 1997).

### **BURDEN OF PROOF**

Plaintiff must prove each and every element in order to prevail under a nondischargeability action under 11 U.S.C. 523(a)(2)(B) and 11 U.S.C. 523(a)(4), by a preponderance of the evidence. *Grogan v. Garner*, 498 U.S. 279 (1991); *In re Cohn*, 54 F.3d 1108 (3d Cir. 1995); *In re Kimzey*, 761 F.2d 421 (7<sup>th</sup> Cir. 1985). See also 4 COLLIER ON BANKRUPTCY, ¶ 523.08[2] at p. 523- 46.

There is no question that the foregoing items enumerated in the Plaintiff's Certification, filed herewith were deliberately omitted from Defendant's amended petition. As the date of this application and repeated requests by the Chapter 7 Trustee, the debtor has failed to give any explanation for the wilful omissions.

There is no question that the substantial raiding of the assets of Plaintiff's joint business satisfy 523 and 727.

### **LEGAL ARGUMENT**

#### **POINT I: ELEMENTS OF 523 MET**

To prevail under 11 U.S.C. §523(a)(2)(B) the Plaintiff must prove, by a preponderance of the evidence, that a debt was obtained (1) by the use of a statement made by the debtor, (2) in writing, (3) that is materially false (not just factually incorrect), (4) respecting the debtor's or an insider's financial condition, (5) on which the creditor to whom the debtor is liable for money, property, services or credit reasonably relied, and (6) that the debtor caused to be made or published with intent to deceive. *In re Cohn*, 54 F.3d 1108 (3d. Cir. 1995). *See also* 4 COLLIER ON BANKRUPTCY, ¶ 523.08[2] at p. 523-46. The requirement of a writing is a basic precondition to nondischargeability under § 523(a)(2)(B). 4 COLLIER ON BANKRUPTCY, ¶523.08[2] at p. 523-46.

It is indisputable that Defendant made numerous statements in writing (the checks, the withdrawals and the pocketing of the receivables) respecting the debtor's or an insider's financial condition, either at the inception of the relationship between Plaintiff and Defendant and at several times thereafter. Plaintiff's Certification and the exhibits annexed thereto show a written pattern of statements in writing by the Defendant which are materially false respecting the debtor's financial condition and upon which Plaintiff relied. The Debtor's own petition is riddled with omissions.

The Defendants own business affairs are riddled with misrepresentations.

**POINT II: Fiduciary relationship between the Plaintiff and Defendant exists pursuant to 11 U.S.C. §523(a)(4).**

To prevail under 11 U.S.C. §523(a)(4), under the assertion that debts allegedly due arose due to a debtor's fraud or defalcation while acting in a fiduciary capacity, a plaintiff must first prove the existence of a fiduciary relationship. Under §523(a)(4) the term "fiduciary" is narrowly construed; there must be a clearly defined trust or fiduciary relationship created by law outlining the debtor's fiduciary duties and specifically identifying the trust. If state law does not clearly and expressly impose trust-like obligations on a party, the court will not assume that such duties exist and will not find that there was a fiduciary relationship:

The qualification that the debtor be acting in a fiduciary capacity has consistently, since its appearance in the Act of 1841, been limited in its application to what may be described as technical or express trusts, and not trusts *ex-maleficio* that may be imposed because of the very act of wrongdoing out of which the contested debt arose. The trust relationship must predate and exist apart from the act from which the underlying indebtedness arose.

4 COLLIER ON BANKRUPTCY, ¶523.10[1][d] at p. 523- 72.1.

Certain relationships are generally recognized as involving fiduciary obligations within the meaning of 523(a)(4), including executors and administrators, *See, In re Nied*, 155 B.R. 1691 (Bankr. S.D. OH 1993) and guardians *See, In re Dauterman*, 156 BR 976 (Bankr. N.D.OH 1993). As a partner, there was a fiduciary relationship from one partner to the other.

**CONCLUSION**

For the foregoing reasons Defendant respectfully requests that the Court enter an Order granting partial summary judgment against Defendant.

WHEREFORE, plaintiff, demands an order of this Court adjudging Plaintiff's claim non-dischargeable pursuant to the Bankruptcy Code and Rules, together with the costs and disbursements and attorney fees.

Dated: April 28, 2009  
Mahwah, NJ

/s/ Shmuel Klein  
Law Office of Shmuel Klein, P.C.  
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I, Shmuel Klein, Esq., an attorney admitted to practice before this Court affirms under the penalties of perjury that I am not a party to this action and that I am over the age of 18 years old. I am associated with the Law Office of Shmuel Klein located at 113 Cedarhill Ave., Mahwah, NJ and I served the within Motion, Certification, Exhibits and Memorandum of Law on April 28, 2009, by depositing a true copy thereof in a post-paid wrapper, placing it in an official depository under the exclusive care and custody of the United States Postal Service within the State of New Jersey, first class mail, addressed to the following persons:

**Joao P Jesus**  
334 Watson Avenue  
Lyndhurst, NJ 07071

**Herbert B. Raymond**  
7 Glenwood Avenue  
Suite #408, 4th Floor  
East Orange, NJ 07017

**Charles M. Forman**  
Forman, Holt Eliades & Ravin LLC  
80 Route 4 East  
Paramus, NJ 07652

Dated: April 28, 2009  
Mahwah, NJ

/s/ Shmuel Klein  
Law Office of Shmuel Klein, P.C.  
Attorney for Plaintiff

Front

Name J & P Concrete Inc. 1263  
Account No 475740475 Date 06-28-07 01  
Pay to the Order of UNION STATE BANK \$ 10,000  
Van Thuan Dollars  
**UNION STATE BANK**  
100 COLLEGE AVENUE  
RAIL, VT 05654  
For J & P Concrete Inc.  
⑆021905977⑆ 475740475⑆ 1263

Back

⑆021905977⑆ 475740475⑆ 1263  
USE ANY OF THE MENU BUTTONS ABOVE TO CONTINUE.

Press any of the menu buttons above to continue.

A

# Provident Bank

PROVIDENT BANK  
DEBIT MEMO

DATE: 11/20/07

ACCOUNT NUMBER: 100000452997

WE DEBIT YOUR ACCOUNT FOR THE FOLLOWING REASON: Withdrawal

AMOUNT: \$2,400.00

TRAN CODE: 145

ck# 0 Amt \$2,400.00 12/3/2007

\*031000040\*  
12/11/2007  
1137426571

THIS IS A LEGAL COPY of your check. You can use it the same way you would use the original check.

ck# 144 Amt \$3,0

PROVIDENT BANK 905  
MONTSELO 221570443, NY

Money Market M/D

ck# 0 Back

\*031000040\*  
12/24/2007  
1137426571

THIS IS A LEGAL COPY of your check. You can use it the same way you would use the original check.

ck# 144 Back

\*031000040\*  
12/03/2007  
1137426571

THIS IS A LEGAL COPY of your check. You can use it the same way you would use the original check.

ck# 0 Back

\*031000040\*  
12/24/2007  
1137426571

THIS IS A LEGAL COPY of your check. You can use it the same way you would use the original check.

ck# 144 Back



# USB UNION STATE BANK

USB FINANCIAL CENTER, 100 DUTCH HILL ROAD, ORANGEBURG, NY 10962

(800) 616-3491

\*\*\*\*\*AUTO\*\*5-DIGIT 10954  
2608 0.9900 AV 0.312 11 1 220  
J & P CONCRETE INC  
15 FISHER AVENUE  
NANUET NY 10954-2603

Statement Date: 05/31/2007

Account Number: 475740475

CYCLE-001

Page: 1

Enclosures: 36



## Checking

### BUSINESS BANKING ADV

ACCOUNT NUMBER 0475740475

PREVIOUS STATEMENT BALANCE AS OF 04/30/07

PLUS	10	DEPOSITS AND OTHER CREDITS	3,155.77
LESS	47	CHECKS AND OTHER DEBITS	48,829.03
LESS		CYCLE SERVICE CHARGE	47,998.85
			25.00

CURRENT STATEMENT BALANCE AS OF 05/31/07

NUMBER OF DAYS IN THIS STATEMENT PERIOD	31	3,960.95
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## Check Transactions

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1160	05/24	2,093.79	2215	05/15	1,815.34
1161	05/24	2,093.79	2216	05/15	517.04
2197*	05/03	1,836.63	2217	05/15	465.17
2198	05/11	2,093.79	2218	05/14	528.17
2199	05/09	1,760.00	2218	05/23	528.17
2200	05/01	552.86	2219	05/15	776.02
2201	05/07	253.48	2220	05/17	573.44
2202	05/01	205.20	2221	05/22	815.34
2204*	05/16	315.68	2222	05/21	517.04
2206*	05/08	815.34	2223	05/22	465.17
2207	05/07	466.27	2224	05/21	528.17
2208	05/07	438.73	2226*	05/24	573.44
2209	05/08	528.17	2227	05/29	1,836.63
2210	05/15	776.02	2230*	05/30	815.34
2211	05/07	573.44	2231	05/29	460.64
2212	05/16	1,836.63	2232	05/30	412.17
2213	05/14	2,093.79	2233	05/29	415.66
2214	05/16	1,760.00	2234	05/31	522.67

VOIDED  
by  
1160

VOIDED  
by  
1161

## Account Transactions

DATE	DESCRIPTION	DEBITS	CREDITS
05/04	AC-PAYCHEX TPS -TAXES	1,277.73	
05/07	DEPOSIT TRANSACTION		10,230.00
05/07	OVERDRAFT ITEM CHARGE	30.00	
05/09	LOAN PAYMENT	170.84	
	TO BL-0000000000075952		
05/10	AC-PAYCHEX EIB -INVOICE	167.76	
05/11	CREDIT MEMO		20.00
05/11	DEPOSIT TRANSACTION		13,200.00
05/11	RETURNED CHECK # 00002198		2,093.79
05/11	AC-PAYCHEX TPS -TAXES	4,244.10	
05/14	RETURNED CHECK # 00002218		528.17
05/14	RETURNED CHECK # 00002213		2,093.79
05/14	NSF ITEM CHARGE	30.00	
05/17	DEPOSIT TRANSACTION		5,000.00
05/18	AC-PAYCHEX TPS -TAXES	1,272.63	
05/21	DEPOSIT TRANSACTION		1,100.00

*Eopia*  
*Just for info*

*Paulo*  
*O Sr. USA A-LONTA?*  
*DO PAY CHECK*

JOAO P JESUS  
412 PASSAIC AVE  
KEARNY NJ 07032

THE FIRST NATIONAL BANK  
100 College Avenue  
Kearny, New Jersey 07032

06/30/07

0475740475

PG 1  
30

CYCLE-001

\*\*\* CHECKING \*\*\*

ACCOUNT NUMBER 0475740475  
PREVIOUS STATEMENT BALANCE AS OF 05/31/07 3,960.95  
PLUS 9 DEPOSITS AND OTHER CREDITS 59,273.23  
LESS 40 CHECKS AND OTHER DEBITS 55,644.23  
LESS CYCLE SERVICE CHARGE 25.00  
CURRENT STATEMENT BALANCE AS OF 06/30/07 7,564.95  
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31

\*\*\* CHECK TRANSACTIONS \*\*\*

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1263	06/28	10,900.00	2246	06/11	446.24
2228*	06/04	2,093.79	2247	06/13	484.61
2229	06/05	1,760.00	2248	06/19	700.78
2235*	06/05	615.34	2249	06/18	443.61
2236	06/04	517.04	2250	06/19	396.09
2237	06/05	463.17	2251	06/18	452.27
2238	06/05	528.17	2252	06/19	490.95
2239	06/06	573.44	2253	06/27	1,336.63
2240	06/27	1,336.63	2253*	06/26	505.73
2241	06/18	2,093.79	2257	06/25	505.73
2242	06/13	1,760.00	2258	06/26	465.17
2243	06/12	1,760.00	2259	06/26	528.27
2244	06/11	437.13	2260	06/26	573.44
2245	06/12	396.09	2263*	06/29	396.09

\*\*\* CHECKING ACCOUNT TRANSACTIONS \*\*\*

DATE	DESCRIPTION	DEBITS	CREDITS
06/01	DEPOSIT TRANSACTION		7,500.00
06/01	AC-PAYCHEX TPS -TAXES	974.24	
06/06	BANK ADJUSTMENT--CREDIT		1,000.00
06/06	TR FR 475740475 TO 475926137	4,300.00	
06/08	DEPOSIT TRANSACTION		6,662.50
06/08	AC-PAYCHEX TPS -TAXES	3,705.98	
06/11	AC-PAYCHEX EIB -INVOICE	263.29	
06/12	LOAN PAYMENT TO BL-00000000000075952	176.32	
06/13	DEPOSIT TRANSACTION		1,972.50
06/13	DEPOSIT TRANSACTION		2,368.23
06/14	DEPOSIT TRANSACTION		6,000.00
06/15	AC-PAYCHEX TPS -TAXES	758.85	
06/22	AC-PAYCHEX TPS -TAXES	3,921.15	
06/25	DEPOSIT TRANSACTION		1,300.00
06/27	DEPOSIT TRANSACTION		6,000.00
06/27	OVERDRAFT ITEM CHARGE	60.00	
06/28	DEPOSIT TRANSACTION		26,450.00
06/28	TR FR 475740475 TO 475741593	8,300.00	
06/28	NSF FEE	60.00	
06/29	NSF FEE	30.00	
06/29	AC-PAYCHEX TPS -TAXES	937.37	
06/30	CYCLE SERVICE CHARGE	25.00	

\*\*\* BALANCE BY DATE \*\*\*

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/31	3,960.95	06/01	10,486.71	06/04	7,875.88
06/06	433.76	06/08	5,410.28	06/05	4,307.20
06/13	5,142.17	06/14	10,142.17	06/12	3,046.05
				06/18	6,391.55

12/21/07 0099  
50-704/2219  
Five Thousand Four Hundred Twenty 5420.00  
Provident Bank  
09 - MANHET, N.Y. 10934  
1:224970443: 100000491,298 0099  
WAO 199408

9

Page 1 of 1[illegible]

M2 SPRING VALLEY OFFICE

ACCOUNT#	AMOUNT OF CHARGE
096 25971 0	\$33.00

PLEASE DEDUCT AMOUNT OF CHARGE  
FROM YOUR CHECKBOOK BALANCE

CHECK #	AMOUNT OF CHECK
1485	20,000 00
TOTAL AMOUNT OF CHECKS	20,000 00

E

000

357

**THE**

2802

**00000000**

100-100000

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

五

CHIEF OF POLICE

PAID TO THE CHILDREN OF  
JORD & SEAR  
Two thousand four hundred

或

**FOCAL A. B. 11/15**

013101

李德全

2007年12月

100-1357-10219057972, 193-71-154-25

10/15/2007	1357	\$2,500.00
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For 1951

**CONCERNING THE**  
**RECENTLY**  
**RECEIVED**

10-10-1972, 10-11-1972

一、二、三、四

1015107

2000

**JOSEPH**

Two Hundred Fifty-Five and 10/100

James P. ...  
404 Parkside Ave  
Murray, NJ 07030

15

2000

**Acknowledgments**

Doc. No. 10

**J & P CONCRETE INC**  
**Customer Balance Summary**  
All Transactions

out { A K H, INC.  
Clarkstown- Addition  
Total A K H, INC

Oct 29, 07

890.00

Abraham Meyer  
32 Blauvelt Rd - Monsey 10952

890.00

Total Abraham Meyer

6,900.00

6,900.00

Danny Clap Landscaping  
Montview  
New City

19,440.00

108,015.00

24,519.25

19,660.00

14,852.00

Valley Cottage, NY  
Verizon - Blue Hill DataCenter  
Danny Clap Landscaping - Other

Total Danny Clap Landscaping

186,486.25

Davis Farms LLC  
Elmwood Realty, LLC  
Estates at Roseland Corp.  
Goarany Developers Inc  
Farid Res. Rental Equip  
Montebello NY

17,550.00

1,168.14

3,400.00

Total Goarany Developers Inc

72,925.71

47,195.00

120,120.71

Haverstraw Properties  
Herman Rosenwasser  
Hillsdale Estates Corp  
31 Oak Ter-Suffern  
Hillsdale Estates Corp - Other

3,687.50

3,900.00

Total Hillsdale Estates Corp

204.00

121.35

325.35

J N C Construction Corp  
Buckman  
J N C Construction Corp - Other

13,500.00

13,164.00

26,664.00

Total J N C Construction Corp  
Jada Construction Inc  
74 Francis St-Spring Valley  
Jada Construction Inc - Other

3,800.00

1,225.00

5,025.00

Total Jada Construction Inc  
Jorge Construction Inc.  
14 Cliff St - Yonkers, NY

578.00

Total Jorge Construction Inc.

578.00

Karyn Construction Inc.  
Key Construction  
M B W Builders Inc  
Foudry Condominium

600.00

286.00

Total M B W Builders Inc

1,700.00

1,700.00

M Z M Corp  
10 Brevoort Dr. Pomona NY

8,495.00

8,495.00

Total M Z M Corp  
MAC Home Builders LLC  
Garage at GIGI-La  
MAC Home Builders LLC - Other

1,235.00

1,235.00

0.00

Total MAC Home Builders LLC  
MAC Home Builders LLC  
GIGI Monsey

7,700.00

7,700.00

4,725.00

5,625.00

Total MAC Home Builders LLC  
MCP Management  
MIKE

Done 10/31/07

Done 10/31/07

Done 10/31

voided 10/31

Done

? Done 10/31

called 10/31

cleared 10/31

Done 10/31

Done 10/31